

EXHIBIT 2

CADENCE DESIGN SYSTEMS, INC. SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

THIS SOFTWARE LICENSE AND MAINTENANCE AGREEMENT ("AGREEMENT") IS A LEGAL DOCUMENT BETWEEN YOU AND CADENCE DESIGN SYSTEMS, INC. ("CADENCE"). PLEASE READ THIS AGREEMENT CAREFULLY BEFORE INSTALLING YOUR CADENCE SOFTWARE ("SOFTWARE"). BY USING THE SOFTWARE, YOU (EITHER AN INDIVIDUAL OR A BUSINESS ENTITY) AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT WANT TO BE BOUND BY THE TERMS OF THIS AGREEMENT, CADENCE IS UNWILLING TO LICENSE THE SOFTWARE TO YOU, IN WHICH EVENT YOU MUST PROMPTLY RETURN THE SOFTWARE AND ALL ACCOMPANYING ITEMS (INCLUDING MANUALS, BINDERS OR OTHER CONTAINERS, AND ANY OTHER PRINTED MATERIALS) WITHIN 30 DAYS. BY CLICKING YES DURING THE INSTALLATION AND BY USING THE SOFTWARE, OR PURCHASING MAINTENANCE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THE AGREEMENT AND ACCEPT ITS TERMS. YOUR REGISTRATION INFORMATION IS PROOF THAT YOU ARE A LICENSED USER. PLEASE TREAT IT AS VALUABLE PROPERTY.

THE MAINTENANCE PORTION OF THE AGREEMENT APPLIES TO ANY MAINTENANCE SERVICES PURCHASED BY YOU FROM CADENCE OR ITS AUTHORIZED DISTRIBUTORS FOR THIS SOFTWARE.

IN THE EVENT THAT YOU HAVE A SEPARATE FULLY EXECUTED SOFTWARE LICENSE AGREEMENT AND/OR A SOFTWARE MAINTENANCE AGREEMENT WITH CADENCE OR ONE OF ITS DISTRIBUTORS THAT COVERS THE PRODUCTS, THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE SUPERSEDED BY SUCH SEPARATE FULLY EXECUTED AGREEMENT(S).

SOFTWARE

1. GRANT OF LICENSE FOR CADENCE SOFTWARE. So long as you comply with the terms of this Agreement, Cadence grants to you the nonexclusive right to use the Software and its documentation ("Product"). The Software, which may include user documentation provided in the Software or in electronic form, is licensed as a single Product. The Software may not be separated for use on more than one computer or by more than one user at any time. The computer or server on which the Software is loaded shall be located within the country in which the licenses to use the Software ("Licenses") are first acquired unless otherwise permitted in writing by Cadence.

A. SINGLE USER LICENSE. If you have a single user License for the Software, as indicated on the invoice, then Cadence grants to you the nonexclusive right to use, or in the event of a business entity licensee, to allow your employees to use, one copy of the Product on any single computer at a single location. However, if you have an external security device, and the Software is permanently installed on the hard disk or other storage device of a single computer (other than a network server), you, or in the case of a business entity licensee, one (but only one) of your employees designated by you, may also use one copy of the Software on a portable or home computer, but only if: (1) you or your designated employee use only one copy of the Software at any one time, and (2) with respect to an employee user, the Software may not be used for purposes beyond the scope of that person's employment with you, the licensee of the Software. However, if you have Product security that checks for a unique computer identification based on a network interface card, then this Software is not authorized to be run on any other computer, at any time.

B. MULTI-USER AND NETWORK LICENSES. If you have multi-user and network license(s) ("Licenses") for the Software, as indicated on the invoice(s), then Cadence grants to you the nonexclusive right to have, at any time, as many copies of the Software "in use" as you have Licenses. The number of copies of Software "in use" includes copies loaded into the CPU memory (i.e., RAM) but does not include copies loaded on a network server for the sole purpose of distribution to other computers. Should you load the Software on a network server, you agree to have a reasonable mechanism or process in place to ensure that the number and location of persons using the Software concurrently does not exceed the number or geographic scope of Licenses granted to you. The geographic scope of the permitted use will be determined by the License you acquire. Unless otherwise noted on your invoice, you will be allowed to use the Software only within a radius of one mile of the network server. Other geographic locations that may be indicated include, but are not limited to: within the same country as where the server is located; within the same continent where the server is located; within the same Cadence "region" where the server is located; or worldwide.

2. UPGRADES AND UPDATES. Unless You have a separate fully executed Software License or Maintenance Agreement in place with Cadence or one of its distributors, if the Software is an upgrade from or update to another version of Cadence Software, you agree to use the upgraded or updated Software only in accordance with this Agreement.

3. COPYRIGHT. This Product and any copies thereof are the confidential and proprietary property of Cadence or third parties from whom Cadence has obtained rights and are protected by United States copyright laws and international treaty provisions. You may: (a) make no more than one (1) copy of the Software solely for backup or archival purposes; or (b) copy the Software to a single hard disk or other permanent memory, provided you keep the original and no more than one other copy solely for backup or archival purposes. You must label any copies with all information included on the original media label. You agree not to distribute copies of the Product to others. You further agree to take all reasonable steps and to exercise due diligence to protect the Product from unauthorized reproduction, publication, or distribution. If the Software is

copied to or used on a computer attached to a network, you must have a reasonable mechanism in place to ensure that the Software may not be used or copied by unlicensed persons.

4. PROTECTION OF LICENSED MATERIALS. You receive no rights to and shall not create nor attempt to create by reverse engineering, reverse assembly, reverse compiling any part of the source code from any such Product or permit any third party to do so.

5. OTHER RESTRICTIONS. The Product is the sole and exclusive property of Cadence. You receive no rights to and will not sell, assign, lease, market, transfer, encumber, or otherwise suffer to exist any lien or security interest (other than those of Cadence), nor allow any third person, firm, corporation, or other entity to modify, copy, reproduce or disclose in whole or in part in any manner the Product, except as expressly provided for in this Agreement or with Cadence's advance written consent.

6. LIMITED WARRANTY. THE PRODUCT IS SOLD "AS IS" WITHOUT WARRANTY, EXPRESS OR IMPLIED, AS TO PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE PRODUCT IS ASSUMED BY YOU. However, to you only, and provided you promptly register the Product with Cadence, Cadence warrants the media on which the Software is recorded, to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date you paid for the License. If during this ninety-day period the media should become defective, you may return the defective media to Cadence postage prepaid, with proof of purchase, for replacement without charge. Your sole and exclusive remedy in the event of a defect is expressly limited to the replacement of the media or refund of the License fee as provided above. If failure of the media has resulted from accident, abuse, or misapplication, Cadence shall have no responsibility to replace the disk(s) under the terms of this limited warranty. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

7. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL CADENCE OR ANYONE ELSE INVOLVED IN THE CREATION, PRODUCTION, DELIVERY, OR LICENSING OF THE PRODUCT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT, WHETHER OR NOT THE POSSIBILITY OR CAUSE OF SUCH DAMAGES WAS KNOWN TO CADENCE. IN NO EVENT SHALL CADENCE'S LIABILITY IN CONNECTION WITH THE PRODUCT EXCEED THE LICENSE FEE PAID FOR THE PRODUCT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. U.S.A. GOVERNMENT RESTRICTED RIGHTS. The Product includes "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and is provided to the Government (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 (JUNE 1995) and 227.7202-3 (JUNE 1995).

9. EXPORT RESTRICTIONS. You acknowledge and agree that the SOFTWARE is subject to restrictions and controls imposed by the United States Export Administration Act (the "Act") and the regulations thereunder. You agree that you will not export or re-export the Product or any copy thereof, including manuals, in any form without the appropriate United States and foreign government license or permit, as necessary. You also agree that your obligations under this section will survive and continue after any termination or revocation of rights under this Agreement.

MAINTENANCE SERVICES

10. MAINTENANCE SERVICES. Cadence will provide remedial and preventive maintenance services ("Maintenance Services") to keep the most current release of the Software licensed by you under this Agreement in good operating condition.

(a) Cadence will keep available telephone assistance to you between 8:00 a.m. and 5:00 p.m., prevailing local time Cadence Service Facilities, Monday through Friday, excluding Cadence recognized company holidays.

(b) Cadence will provide appropriate assistance to you within a reasonable period after you adequately describe a Product problem to Cadence's Customer Support Organization. Such assistance will be at Cadence's expense where it determines that the reported problem is due to defects in an unaltered most current version of the Product. If it determines that the reported problem is not due to the Product, if you request and Cadence agrees to provide the requested service, you agree to pay Cadence's then current prices for services Cadence provides to correct such problem.

(c) If you make modifications, interfaces, and/or other changes to the Product, if permitted by Cadence in writing, you shall promptly inform Cadence in writing and provide such information as Cadence determines necessary to properly maintain the Product.

(d) Cadence's obligation to provide Maintenance Services pursuant to this Agreement is dependent upon your compliance at all times with the terms of the this Agreement.

(e) Cadence shall not be obligated to provide Maintenance Services pursuant to this Agreement that are required by any of the following:

- (1) abuse, misuse, accident or neglect; or
 - (2) repairs, alterations, and/or modifications which are not permitted under this Agreement and which are performed by other than Cadence or its agents; or
 - (3) use of materials not meeting Cadence's requirements; or
 - (4) use of the Product for other than the intended purpose for which licensed and designated; or
 - (5) malfunction, modification or relocation of the Designated Equipment (as defined below); or
 - (6) where inadequate backups are supplied.
- (f) Cadence may refuse to provide Maintenance Services where, in Cadence's opinion, a condition exists that represents a hazard to the safety of its employees or agents.
- (g) Products are licensed for use on a specific hardware unit ("Designated Equipment"), and as indicated in this Agreement, a Product may only be transferred to another hardware unit upon prior approval of Cadence and after payment of the appropriate transfer fees.

11. INITIAL TERM; COMMENCEMENT; RENEWAL. This Agreement is intended to commence at the time of shipment or download, as applicable, of the Product(s). Maintenance Services shall commence on the business day following software installation subject to the approval of Cadence and payment in advance of the applicable fee(s). Unless otherwise specified in a Product Quotation from Cadence, this Agreement shall have an initial term of one (1) year. Upon issuance of your purchase order prior to the expiration of the initial term or any renewal term, acceptance by Cadence of such purchase order and payment by you of the applicable fees, this Agreement shall renew for successive periods (for the term specified in a product quotation) unless terminated by Cadence per section 11 below. If there has been any lapse of Maintenance Services, such Maintenance Services will commence only after an evaluation by Cadence of your current status, payment of applicable fees, and, if necessary, updating of the Software to a serviceable revision. You shall pay Cadence's software update charges where applicable. Maintenance Services renewal is contingent on current payment of maintenance fees, your not being in default hereunder, and a valid order from you.

12. NO WARRANTY. IN CONNECTION WITH THE MAINTENANCE SERVICES RENDERED UNDER THIS AGREEMENT, CADENCE MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY OR OF NON-INFRINGEMENT.

13. PRICES AND TERMS OF PAYMENT. The price for Maintenance Services set forth on the Product Quotation applies to the initial term. Cadence will advise you at least thirty (30) days prior to the expiration of a term of the prices applicable to the subsequent term. Each annual installment is due and payable in advance, net thirty (30) days from invoice date. Delivery is to be made F.O.B point of shipment. Shipping charges, including insurance, shall be paid by you. Risk of loss shall pass to you upon delivery to carrier.

14. ADDITIONAL SERVICES. If Cadence agrees to perform services requested by you, which are not included as part of this Agreement, such services shall be billed to you at prices and terms determined by Cadence.

15. UPDATES AND NEW PRODUCTS. Updates, consisting of one copy of modifications and improvements to each Product which Cadence determines are required to achieve the specifications established by Cadence for the Product will be provided at no additional cost. You acknowledge that Cadence will maintain only the most current version of the Software. Cadence shall maintain prior versions until the earlier of 6 months from the release of each new version release, or termination of this Agreement. Upon receipt and installment of an update to a Product, you may keep one copy of the previous version of the Product for archival purposes only and shall destroy all other copies of the previous version of the Product. New products are determined and defined solely by Cadence and are not covered by the fees already paid by you.

16. EXCLUDED SERVICES. Cadence does not itself provide hardware maintenance unless the same is pre-arranged for a fee. In addition, services connected with relocation of the Software from your hardware or reconfiguration of same or problems induced by you associated with the hardware are excluded. The cost of tools, supplies, accessories, media, and other expendables required by Cadence to perform the Maintenance Services are excluded. Maintenance Services outside the contiguous United States that would otherwise be covered by this Agreement are excluded.

17. YOUR RESPONSIBILITIES. You shall:

- (a) Notify Cadence promptly by Cadence designated electronic problem reporting software or telephone of Product problems and provide follow-up reports in writing. Cadence will confirm receipt of any electronic problem report within twenty-four (24) hours of receipt and, in the absence of such a confirmation, you shall promptly re-transmit such report;
- (b) Allow Cadence full and unrestricted access to all Designated Equipment at your premises and other communication facilities and provide Cadence reasonable workspace and storage and other normal and customary facilities;
- (c) Provide Cadence with reasonable assistance as requested and insure that one of your employees, if applicable, is present during Service;
- (d) Provide sufficient support and test time on your computer system to duplicate the problem, certify that the problem is due to the Product and, when repairs are complete, certify that the problem has been repaired;
- (e) Provide the same standard of care for Product that it applies to its own products or data of like nature and value and return any defective Product or attest in writing to the destruction of same as directed by Cadence;

(f) Provide sufficient data to Cadence to reproduce the problem on another computer at Cadence's Customer Support Center. Cadence will retain a copy of the data to use for validation of future releases of Cadence Products unless specifically directed not to do so in writing by you.

18. RELOCATION OF DESIGNATED EQUIPMENT. You shall notify Cadence in writing not more than thirty (30) days prior to moving the Designated Equipment as to its intended new location. Cadence shall be under no obligation to provide any Maintenance Services under this Agreement during or as a result of such relocation.

19. LIMITATION OF LIABILITY. CADENCE'S CUMULATIVE LIABILITY UNDER THIS PORTION OF THE AGREEMENT FOR ALL CAUSES OF ACTION SHALL BE LIMITED TO AND NOT EXCEED THE MAINTENANCE SERVICES FEE PAID BY YOU, REGARDLESS OF WHETHER CADENCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THAT ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE. CADENCE SHALL NOT BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE SERVICES, LOSS OF PROFITS, INTERRUPTION OF BUSINESS, OR FOR ANY OTHER SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. YOU ACKNOWLEDGE THAT THE MAINTENANCE FEE REFLECTS THIS ALLOCATION OF RISK.

20. TERMINATION. Cadence reserves the right to terminate your rights under this Agreement and to seek any other legal remedies upon default by you of any provisions of this Agreement and, in the event of such termination, you agree to return the Product to Cadence or to delete all copies of the Product in your possession or under your control. Additionally, where a new version of Product has been offered to you, Cadence may terminate Maintenance Services for the old version of such Product under this Agreement six (6) months after first commercial shipment or delivery to you of such new version if you have not installed such version.

21. DEFAULT. Your failure to perform your obligations hereunder, including, without limitation, timely payment in full of all fees or the insolvency, bankruptcy, reorganization, assignment for the benefit of creditors, or dissolution, liquidation, or winding up of the business shall constitute a default under this Agreement.

22. TAXES. You will pay or reimburse all federal, state and local taxes (exclusive of taxes on Cadence's net income), duties and assessments arising on or measured by amounts payable to Cadence under this Agreement.

23. FORCE MAJEURE. Cadence shall not be liable for any loss, damage, or penalty resulting from delay due to causes beyond its control, including, without limitation, delays by its suppliers.

24. NO ASSIGNMENT. You shall not assign, delegate, or subcontract any portion of Your rights, duties, or obligations under this Agreement and any attempt to do so shall be void.

25. NOTICES. Notices to you shall be sent to the address specified by you on the Product Quotation, and notice to Cadence shall be sent to: 2655 Seely Avenue, Building 5, San Jose, CA 95134, Attn: Legal Department, or such new address as a party specifies to the other in writing.

26. GOVERNING LAW. You agree to submit to exclusive jurisdiction in the federal and state courts of California, U.S.A. in the event of a dispute. This Agreement will be governed by the procedural and substantive laws of the State of California, U.S.A., without regards to its conflicts of laws principles. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. This Agreement is prepared and executed and shall be interpreted in the English language only, and no translation of the Agreement into another language shall have any effect. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded from and shall not apply to this Agreement.

27. ATTORNEYS' FEES. In the event a party brings legal action against the other party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and expenses for any proceeding, at or before trial and upon appeal, in addition to any other relief deemed appropriate by the court.

28. ENTIRE AGREEMENT. Unless You have a separate fully executed Software License or Maintenance Agreement with Cadence or one of its distributors that cover the Products, this Agreement constitutes the entire agreement between the parties with respect to the use of the Product, and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. This Agreement may not be modified unless a written amendment is signed by a corporate officer of Cadence.

If you have any questions concerning this Agreement, or if you desire to contact Cadence Design Systems, Inc. for any reason, please do so in writing at the address listed below. Cadence is a registered trademark and the Cadence logo is a trademark of Cadence Design Systems, Inc. All others are properties of their holders.

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Cadence Design Systems, Inc., 2655 Seely Avenue, San Jose, CA 95134 U.S.A.

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